

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM847159

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	RELEASE OF SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
GOLDMAN SACHS BANK USA, as Collateral Agent		10/18/2023	National Banking Association: UNITED STATES
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	UNION AGENER, INC.		
<b>Street Address:</b>	1778 LOVERS LANE		
<b>City:</b>	AUGUSTA		
<b>State/Country:</b>	GEORGIA		
<b>Postal Code:</b>	30901		
<b>Entity Type:</b>	Corporation: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	1490791	POSILAC	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
<b>Phone:</b>	2028357507		
<b>Email:</b>	dcip@milbank.com		
<b>Correspondent Name:</b>	Javier J. Ramos		
<b>Address Line 1:</b>	1850 K St. NW		
<b>Address Line 2:</b>	Suite 1100		
<b>Address Line 4:</b>	Washington, D.C. 20006		
<b>ATTORNEY DOCKET NUMBER:</b>	30045.00102		
<b>NAME OF SUBMITTER:</b>	Javier J. Ramos		
<b>SIGNATURE:</b>	/Javier J. Ramos/		
<b>DATE SIGNED:</b>	10/19/2023		
<b>Total Attachments: 4</b>			
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**Release of Security Interest in Trademarks**

This Release of Security Interest in Trademarks, dated as of **October 18, 2023** (the “Release”), is made by GOLDMAN SACHS BANK USA, as Collateral Agent (in such capacity, the “Agent”) in favor of UNION AGENER, INC., a Delaware corporation (the “IP Owner”) and ELANCO US INC., a Delaware corporation (the “Grantor”).

WHEREAS, Elli Lilly and Company and IP Owner entered into that certain Asset Purchase Agreement, dated as of July 23, 2018, whereby IP Owner purchased that certain Trademark listed on Schedule I hereto (the “Divested Trademark”).

WHEREAS, by (i) that certain Collateral Agreement, dated as of **August 1, 2020**, in favor of Agent (as amended, restated, or modified from time to time, the “Collateral Agreement”) and (ii) that certain related Notice of Grant of Security Interest in Trademarks, dated as of **August 1, 2020**, in favor of Agent (as amended, restated, or modified from time to time, the “Trademark Security Agreement”); capitalized terms used herein but not otherwise defined herein have the meanings given to them in the Collateral Agreement or Trademark Security Agreement, as applicable), which Trademark Security Agreement was recorded with the United States Patent and Trademark Office on **August 3, 2020** at Reel **007013** Frame **0983**, the Grantor granted to Agent, for the benefit of the Secured Parties, a lien on and security interest in all of the Grantor’s right, title and interest in, to and under the Trademark Collateral (as defined in the Trademark Security Agreement), including reference to that certain Divested Trademark which did not constitute Trademark Collateral thereunder;

WHEREAS, IP Owner and the Grantor desire Agent to release, discharge, terminate and cancel its lien on and security interest in the Divested Trademark and execute a document suitable for recording in the United States Patent and Trademark Office to evidence such release, discharge, termination and cancellation;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, without representation or warranty of any kind, Agent, on behalf of the Secured Parties, does hereby release, discharge, terminate and cancel any and all of its right, title and interest in and to the Divested Trademark, including any and all goodwill relating to the same, and assigns, transfers and conveys to IP Owner any and all of its rights, title and interests in and to the Divested Trademark.

The Agent authorizes and requests that the Commissioner for Trademarks and any other applicable government officer record this Release.

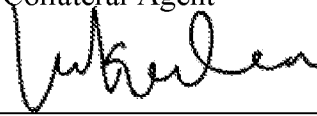
This Release shall have no effect on the existence or scope of Agent’s lien on and security interest in all of the Grantor’s right, title and interest in, to and under the Trademark Collateral (excluding, for the avoidance of doubt, the Divested Trademark) and shall not be construed as or considered a release, discharge, termination and cancellation of its lien on and security interest in, to and under the Trademark Collateral (excluding, for the avoidance of doubt, the Divested Trademark).

This Release and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the laws of the State of New York.

[Signature page follows]

IN WITNESS WHEREOF, the Agent has caused this Release to be executed by its authorized officer as of the date of this Release.

GOLDMAN SACHS BANK USA, as  
Collateral Agent



By: \_\_\_\_\_  
Authorized Signatory

[Signature Page to Release of Security Interest in Trademarks]

**TRADEMARK**  
**REEL: 008232 FRAME: 0706**

**Schedule I**

<b>MARK</b>	<b>COUNTRY</b>	<b>FILING DATE</b>	<b>REGISTERED OWNER</b>	<b>SERIAL NUMBER</b>	<b>REGISTRATION NUMBER</b>	<b>REGISTRATION DATE</b>
POSILAC	UNITED STATES OF AMERICA	OCT. 22, 1987	ELANCO US INC.	73691198	1490791	Jun. 7, 1988